that a will, "or any clause thereof," may be revoked by obliteration. In the application of this provision a doubt has arisen whether an obliteration should be considered ineffectual which increases an estate already given, or causes a different disposition of it, on the ground that it is, in effect, an attempt to dispose of property by will without the formalities of execution and attestation. The authorities bearing upon the question are inconsistent and confusing. According to one view, suggested by two English decisions, a will may be partially revoked by obliteration when the effect is to decrease a gift theretofore made, but not when it is to enlarge such a gift. *Cf. Larkins* v. *Larkins*, 3 Bos. & Pul. 16; *Swinton* v. *Bailey*, 4 App. Cas. 70. Thus upon a devise to "A and his heirs forever" an obliteration of the words "and his heirs forever" would operate to give a life estate to A; but a blotting out of the words "and B as tenants in common" in a devise to "A and B as tenants in common" would not be effective. A more radical position was taken in a Maryland case where the court, construing the word "clause" to mean an entire subdivision of the will, held that the obliteration must be of the whole subdivision, for otherwise there would be an unattested alteration of the disposition of the property. *Eschbach* v. *Collins*, 61 Md. 478. Both these views are open to the objection that they would permit revoked legacies and devises to pass under a residuary clause, though the result thereby reached would be that which they seek to avoid. A later American decision, recognizing this logical difficulty, held that there could be no partial revocation by obliteration where the effect would be to alter a bequest either to a residuary or to a specific legatee. *Appeal of Miles*, 68 Conn. 237. Finally, Massachusetts has adopted the view that there may be partial revocation regardless of its effect upon the disposition of the estate. *Cf Bigelow* v. *Gillott*, 123 Mass. 102.

It seems, as the writer observes, that there can be but two sound doctrines. Either partial revocation by obliteration must be held not permissible, or it must be allowed no matter what its effect upon the disposition of the estate. The former of these doctrines could be maintained only in those states where the statute does not expressly permit partial revocation; and it could not apply to a case where, owing to the absence of a residuary clause, the obliteration would not alter the effect of the remaining portions of the will upon the disposition of the testator's property. For the other view there is much to be said. It is not only simple and easy of application, but it seems also consistent with a reasonable construction of the statutes requiring execution of a will in the presence of witnesses. These statutes are not concerned with the ultimate effect of the will upon the distribution of the testator's estate. He may by nontestamentary acts dispose of his property without regard to the terms of his will, or he may by an unattested act of cancellation revoke it *in toto*. The purpose of the statutes is merely to make certain that the words, as such, contained in the document are those of the testator. The will itself is of no effect until the testator's death. Until then it is nothing but a mere substance which may be dealt with by cancellation or obliteration at the pleasure of the maker.

POWER OF THE SENATE TO AMEND A TREATY. — When the Senate amended the Hay-Pauncefote treaty before ratification, it was the object of some criticism on the ground that it had arrogated to itself a power foreign to its constitutional rights. A similar position is taken in a recent vigorous attack on its action in amending the arbitration treaties. *The Power of the Senate to Amend a Treaty*, by B. M. Thompson, 3 Mich. L. Rev. 427 (April, 1905). The treaty-making power is defined in Art. II. § 2, of the Constitution as follows: "He (the President) shall have the power, by and with the advice and consent of the Senate, to make treaties, provided two-thirds of the Senators present concur." Mr. Thompson contends that the power given to the Senate by this provision, like that conferred upon it to concur in the appointment of federal officials, is one of veto purely, giving no right to amend. This position has been charac-

terized as absolutely untenable. See THE TREATY-MAKING POWERS OF THE SENATE, by H. C. Lodge, Scribners' Magazine, January, 1902. Senator Lodge cites in support of his own view sixty-eight treaties which have been amended by the Senate before ratification; and he points out that such action has not only been very common, but has even been expressly requested by several of the Presidents. The Senate's right to amend has also been affirmed in an unequivocal *dictum* by the Supreme Court, as well as by several eminent writers on constitutional law. See *Haver* v. *Yaker*, 9 Wall. (U. S.) 32, 35; 1 BRYCE, AM. COMMONWEALTH 104. In opposition to the view thus approved by usage and authority, Mr. Thompson is unable to cite a single precedent or opinion. Furthermore, his reasoning seems to be open to question in several instances. The analogy between the treaty-making power of the Senate and its power over the appointment of federal officials fails at the outset because of the important difference in the wording of the clauses in which the powers are respectively defined. See U. S. CONST. Art. II. § 2. In the clause relating to the appointment of officials, the phrase "and by and with the consent of the Senate, shall appoint" follows immediately after the word "nominate." Its position thus shows plainly that the Senate was not intended to have any right to select or propose names. The comparison between the veto power of the President over legislation of Congress with the power of the Senate over treaties seems, on the whole, in the light of the history and language of the respective clauses, rather fanciful. See Art. I. § 7. In the preliminary passages of his article, however, Mr. Thompson discusses in very interesting fashion the practical effect which the ratification of the treaties unamended would have had. His conclusion that the only additional right which would have been conferred on the President thereby, would be the authority to submit questions to arbitration which he might have settled by diplomatic adjustment, seems warranted, although it may be questioned whether this is so slight an increase in the power of the executive as Mr. Thompson apparently thinks.

AGREEMENTS OF THE UNITED STATES OTHER THAN TREATIES. *Charles Cheney Hyde.* An inquiry into what agreements the President may make without the coöperation of the Senate. 17 Green Bag 229.

ATTITUDE OF AMERICAN COURTS TOWARDS RESTRICTIVE LABOR LAWS. *Henry R. Seager.* 19 Pol. Sci. Quar. 589.

BASIS OF REASONABLE TIME, THE. *Frank E. Hodgins.* Holding that reasonable time must be determined principally from the point of view of the obligee. 41 Can. L. J. 305.

BURDEN OF PROOF IN CASES OF MARINE DISASTER, THE. *Frederic Cunningham.* Adversely criticising a decision in the Circuit Court of Appeals, which distinguishes non-statutory from statutory rules of navigation and puts burden of proof of "cause" on the injured vessel in case of breach of the former. 39 Am. L. Rev. 178.

CIVIL SERVICE CLASSIFICATIONS OF JURORS. *Joseph M. Sullivan.* Advocating a higher intellectual and moral qualification for jurors. 67 Alb. L. J. 77.

COMPÉTENCE EN MATIÈRE D'ACTION NAISSANT D'UN ABORDAGE, DE LA. *F. C. Autran.* An examination of the numerous rules for determining jurisdiction over actions arising from collisions at sea, embodying suggestions to the international maritime committee which is seeking uniformity. 32 J. du Droit Internat. Privé 44.

CONCURRENT POWER OF THE STATES TO REGULATE INTER-STATE AND FOREIGN COMMERCE. *David Walter Brown.* 5 Columbia L. Rev. 298.

CONDITIONS IN RESTRAINT OF MARRIAGE. *Anon.* Pointing out the distinction to be taken between realty and personalty as to such conditions. 40 Law J. 235.

CURB-STONE PATENT OPINIONS. *Dwight B. Cheever.* A popular question-and-answer discussion of elementary propositions in patent law. 3 Mich. L. Rev. 458.

DAMAGES FOR BREACH OF COVENANTS FOR TITLE. *Anon.* A discussion of two English cases, one of which gives plaintiff his costs in arbitrating with an incumbrancer but not the costs of an appeal. 49 Sol. J. 346.

DOCTRINE OF *Lis Pendens* AS APPLIED IN INDIA, AND ITS APPLICATION TO SALES IN EXECUTION OF DECREES. III. Suits for Partition. *Abdul Karim Khan.* 2 Allahabad L. J. 57.

DUE PROCESS OF LAW. *Isaac Franklin Russell.* An historical treatment pointing out that the provision of the Fourteenth Amendment does not control forms of procedure and practice. 14 Yale L. J. 322.

ESTOPPEL, A MISAPPLICATION OF THE DOCTRINE OF. *Thaddeus D. Kenneson.* A review of New York cases holding a principal estopped from denying the authority of an agent, where such authority is dependent upon an extrinsic fact known only to agent. 5 Columbia L. Rev. 261.

ÉTUDES SUR LES EFFETS INTERNATIONAUX DES JUGEMENTS. *Et. Bartin.* Discussing the jurisdiction of the foreign court as a condition to giving effect to the foreign judgment. 32 J. du Droit Internat. Privé 59 (Nos. I.–II.).

EXPANSION OF CONSTITUTIONAL POWERS BY INTERPRETATION. *Paul Fuller.* 5 Columbia L. Rev. 193.

FEDERAL CONTROL OF CORPORATIONS. *Thomas Thacher.* Arguing that the purpose of legislation providing such control is unconstitutional. 14 Yale L. J. 301.

FEDERAL CONTROL OF INSURANCE. *Edwin Maxey.* 39 Am. L. Rev. 182.

FEDERAL ENFORCEMENT OF THE CRIMINAL LAW. *J. B. Mackenzie.* Expressing the opinion that the Dominion Government has no jurisdiction in criminal offenses. 41 Can. L. J. 276.

GAMBLING AND BETTING IN FOREIGN LAW. *Anon.* Discussing the legal standing of gambling-houses, race-track betting, and lotteries on the continent. 118 Law T. 451.

INJUNCTION AGAINST CUTTING TIMBER — METHOD OF PROCEDURE. *Robert C. Jackson.* 10 Va. L. Reg. 964.

INSANITY AND THE LAW OF NEGLIGENCE. *Wm. B. Hornblower.* Maintaining that an insane person should not be liable for negligence whether of nonfeasance or of misfeasance. 5 Columbia L. Rev. 278.

INTERFERENCE WITH BUSINESS AND COMMERCIAL RELATIONS BY THIRD PARTIES. *Wm. H. Warren.* A discussion along familiar lines of the legal questions involved in the boycott and similar practices. 60 Cent. L. J. 305.

JUDGE QUARLES ON THE FEDERAL CONTROL OF CORPORATIONS. *Anon.* Advocating such control as a remedy for the present confusion of state laws and loss of remedies to creditors. 22 Chic. L. J. 53.

JUDICIAL LEGISLATION IN NEW YORK. *Wilbur Larremore.* Pointing out the tendency of the Court of Appeals to repudiate the doctrine of *stare decisis*, and advocating codification. 14 Yale L. J. 312.

LAW OF BANKING IN SOUTH AFRICA, THE. II. *George T. Morice.* 22 South African L. J. 46.

LAWS OF DESCENT AND INHERITANCE, THE ANCIENT AND MODERN. A Comparison of the Code of Hammurabi (Babylon, 2250 B.C.) with the Present Law of Illinois. *Anon.* 13 Am. Law. 102.

LES PRINCIPALES CLAUSES D'ASSURANCE CONTRE LES RISQUES DE GUERRE. *Émile Andouin.* A comment on some questions raised by the terms of the special war risk policies agreed upon by the marine insurance companies. 32 J. du Droit Internat. Privé 146 (Nos. I.–II.).

LIABILITY OF WATER COMPANIES FOR FIRE LOSSES. *Edson R. Sunderland.* Discussing various cases in which the question has arisen. 3 Mich. L. Rev. 442.

LIQUIDATION OF COMPANIES IN THE TRANSVAAL, THE. *Anon.* 22 South African L. J. 56.

MARITIME LAW AND JURISDICTION IN AUSTRALIA. I. *F. L. Stow.* First of a series of articles summarizing the results of Australian legislation and of the provisions of the Australian Constitution in regard to maritime matters. 2 Commonwealth L. Rev. 110.

MENTAL DISTURBANCES AND THE CONSEQUENCES THEREOF AS ELEMENTS OF DAMAGES. *Sumner Kenner.* A summary of the law on the subject. 60 Cent. L. J. 205.

MUNICIPAL LIABILITY FOR INJURIES RESULTING FROM DEFECTIVE AND INADEQUATE SEWERAGE. *Glenda Burke Slaymaker.* 60 Cent. L. J. 224.

ORIGIN OF PRIVATE CORPORATIONS, WITH EARLY INSTANCES OF CORPORATE CREATION, THE. *Theodore D. Gottlieb.* An historical discussion, giving early instances of corporations. 28 N. J. L. J. 100.

PARTIAL REVOCATION OF A WILL BY OBLITERATION, THE. *Anon.* 9 L. Notes (N. Y.) 5. See *supra.*

PERPETUATION OF THE OPEN MARKET, THE. *Bruce Wyman.* Reviewing the decisions and supporting the majority view that it is unfair competition for a com-

bination to insist that there shall be no dealings with its rivals. 17 Green Bag 210.

POSITION OF A SUB-MORTGAGEE, THE. *Tej Bahadur Sapru.* Discussing the Indian law on the subject. 2 Allahabad L. J. 73.

POSSESSION. I. and II. *Mancus.* Discussing the elements of lawful possession as determined by revenue collectors in India. 7 Bombay L. Rep. 33, 57.

POWER OF THE SENATE TO AMEND A TREATY, THE. *B. M. Thompson.* 3 Mich. L. Rev. 427. See *supra.*

PRESENT PROBLEMS OF CONSTITUTIONAL LAW. *J. W. Burgess.* 19 Pol. Sci. Quar. 545.

PUBLIC LAW AND PRIVATE LAW. *A. A. Mitchell.* 17 Jurid. Rev. 30.

RÉEXTRADITION, DE LA. *P. Le Boucq.* Stating the law and treaties governing cases where a fugitive extradited by one country is sought by another. 32 J. du Droit Internat. Privé 21.

REMOTENESS OF CONTINGENT REMAINDERS. I., II., III. *H. W. E.* Showing the present state of English law in the various classes of cases, and the effect of the Act of 1877. 49 Sol. J. 397.

RIGHT OF REMOVAL OF CAUSES ON BEHALF OF NON-RESIDENT MASTER DEFENDANT. *John J. McSwain.* Showing when the resident defendant is considered a "sham defendant." 60 Cent. L. J. 303.

RIGHT TO ENJOIN THE PUBLICATION OF A PRIVATE PERSONAL LETTER HAVING NO LITERARY VALUE. *Anon.* Concluding that the cases establish a right to enjoin publication of the product of one's brain, whether of literary value or not. 60 Cent. L. J. 281.

SECOND APPEALS. *Satish Chandra Banerji.* Discussing the restrictions upon the right to a second appeal, under the Indian Code. 2 Allahabad L. J. 93.

SPECIFIC PERFORMANCE OF CONTRACTS TO MAKE TESTAMENTARY DISPOSITIONS, THE. *Glenda Burke Slaymaker.* Showing when and in whose favor equity will interfere. 60 Cent. L. J. 264.

SUBSCRIPTIONS AND CONTRIBUTIONS TO CHARITABLE ENTERPRISES. *Emilie M. Bullowa.* Discussing the necessity of request and acceptance, and the reversion to the donor of a gift not used for the purpose specified. 67 Alb. L. J 70.

TRANSFER OF INTERESTS IN ASSOCIATIONS, THE. II. *George Wharton Pepper.* Discussing a number of actual and supposed cases. 53 Am. L. Reg. 240.

TRIAL BY JURY IN GERMANY. *Burt Estes Howard.* 19 Pol. Sci. Quar. 650.

"VOLENTI NON FIT INJURIA." *N. G. L. Child.* An examination of the application of this maxim to the law of negligence. 17 Jurid. Rev. 43.

WHEN MAY PROMISSORY NOTES, MORTGAGES, CONTRACTS, AND BONDS, WITHOUT INDORSEMENT OR ASSIGNMENT IN WRITING, BECOME THE SUBJECTS OF A GIFT CAUSA MORTIS? *Walter J. Lotz.* 60 Cent. L. J. 244.

II. BOOK REVIEWS.

A PRACTICAL TREATISE ON THE LAW OF RECEIVERS, as Applicable to Individuals, Partnerships, and Corporations, with Extended Consideration of Receivers of Railways and in Proceedings in Bankruptcy. By William A. Alderson. New York: Baker, Voorhis & Company. 1905. pp. lxxi, 956. 8vo.

This book, written by the editor of the 1897 edition of "Beach on Receivers," is the latest, and in some respects the most complete, work upon an increasingly important subject. It takes up step by step the proceedings incident to a receivership, beginning with the grounds for the appointment of a receiver and ending with his discharge, and treats the whole from a practical point of view. The citations cover a large number of cases, many of them very recent; and so far as possible, the point involved in each is stated separately in the text. This attempt to incorporate at length the holdings of many individual decisions, instead of grouping the cases under statements of general principles, seems to lead to the book's most serious defects. A text-book of law, if it is to be of the highest value to the profession, should contain an orderly exposition of the underlying principles of the subject under discussion in order that the reader may obtain with the least effort a grasp of the law as a whole; and, in addition,